

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CAROL KULIG) No. Civ 1:13-cv-04715-PKC
on behalf of herself and all others similarly situated)
Plaintiff)
)
-v.-)
MIDLAND FUNDING, LLC,)
MIDLAND CREDIT MANAGEMENT, INC.)
ENCORE CAPITAL GROUP, INC.)
formerly MCM CAPITAL GROUP, INC.)
AMANDA PEREZ)
Defendants)
-----X

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RESPONSE IN OPPOSITION TO DEFENDANTS' MEMORANDUM IN SUPPORT OF
MOTION TO COMPEL ARBITRATION AND TO STAY TRIAL COURT
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I. Defendants have the burden of demonstrating by competent evidence that there are no genuine issues of material facts regarding whether Plaintiff entered into a valid agreement to arbitrate this dispute.1

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Respectfully submitted,

/s/

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CERTIFICATE OF SERVICE

I hereby certify that on this, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

MIDLAND FUNDING, LLC;
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ENCORE CAPITAL GROUP, INC; and
AMANDA PEREZ

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